

BEFORE THE JUDICIAL QUALIFICATIONS COMMISSION  
STATE OF FLORIDA

INQUIRY CONCERNING A JUDGE  
NO. 02-466, JUDGE JOHN RENKE, III

SC03-1846

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**RESPONSE TO THE FLORIDA JUDICIAL  
QUALIFICATIONS COMMISSION'S OBJECTIONS  
TO JUDGE JOHN RENKE, III'S EXHIBITS**

COMES NOW, Respondent, JUDGE JOHN RENKE, III, by and through his undersigned counsel and files this, his Response to the Florida Judicial Qualifications Commission's (the "JQC") Objections to Judge John Renke, III's Exhibits, and sets forth the following response:

**1. Judge's Exhibit 9, Affidavit of William S. Bilenky, Esquire**

Judge Renke does not intend to introduce the Affidavit of William S. Bilenky, Esquire if he is available for trial.

**2. Judge's Exhibit 10, Affidavit of Louise Kavouras**

Judge Renke does not intend to introduce the Affidavit of Louise Kavouras if she is available for trial.

**3. Judge's Exhibit 11, Affidavit of John K. Renke, II**

Judge Renke does not intend to introduce the Affidavit of John K. Renke, II.

**4. Judge's Exhibit 14, Auer settlement check from Allstate**

**Insurance**

The JQC is not prejudiced by the admission of the Auer settlement check from Allstate Insurance. The settlement statement pertaining to this settlement check was disclosed to the JQC on August 2, 2005 at the deposition of John K. Renke, II and was attached as Exhibit B to the deposition transcript. Judge Renke should not be held responsible for a non-party's alleged non-compliance with a discovery subpoena. Exclusion of the exhibit would only punish the Judge, who had no control over the documents sought by the JQC.

**5. Judge's Exhibit 15, Amex Assurance Co. check**

The JQC is not prejudiced by the admission of the Amex Assurance Co. check. The settlement statement pertaining to this settlement check was disclosed to the JQC on August 2, 2005 at the deposition of John K. Renke, II and was attached as Exhibit C to the deposition transcript. Judge Renke should not be held responsible for a non-party's alleged non-compliance with a discovery subpoena. Exclusion of the exhibit would only punish the Judge, who had no control over the documents sought by the JQC.

**6. Judge's Exhibit 16, Traveler's Insurance check**

The JQC is not prejudiced by the admission of the Traveler's Insurance check. The JQC has not raised any issues regarding its authenticity, nor has it claimed the need for additional time or documentation to respond to the Traveler's Insurance check. Judge Renke should not be held responsible for a non-party's alleged non-compliance with a discovery subpoena. Exclusion of the exhibit would only punish the Judge, who had no control over the documents sought by the JQC.

**7. Judge's Exhibit 17, Insurance Corp. of British Columbia check**

The JQC is not prejudiced by the admission of the Insurance Corp. of British Columbia check. The JQC has not raised any issues regarding its authenticity, nor has it claimed the need for additional time or documentation to respond to the Insurance Corp. of British Columbia check. Judge Renke should not be held responsible for a non-party's alleged non-compliance with a discovery subpoena. Exclusion of the exhibit would only punish the Judge, who had no control over the documents sought by the JQC.

**8. Judge's Exhibit 18, Amex Assurance Company check**

The JQC is not prejudiced by the admission of the Amex Assurance Company check. The JQC has not raised any issues regarding its

authenticity, nor has it claimed the need for additional time or documentation to respond to the Amex Assurance Company check. Judge Renke should not be held responsible for a non-party's alleged non-compliance with a discovery subpoena. Exclusion of the exhibit would only punish the Judge, who had no control over the documents sought by the JQC.

**9. Judge's Exhibit 19, First Florida Insurance check**

The JQC is not prejudiced by the admission of the First Florida Insurance check. The JQC has not raised any issues regarding its authenticity, nor has it claimed the need for additional time or documentation to respond to the First Florida Insurance check. Judge Renke should not be held responsible for a non-party's alleged non-compliance with a discovery subpoena. Exclusion of the exhibit would only punish the Judge, who had no control over the documents sought by the JQC.

**10. Judge's Exhibit 21, John K. Renke, II's personal checking account statement**

The JQC is not prejudiced by the admission of the deposit slip showing the deposit of the \$97,183.54 pertaining to the Triglia settlement. The checks pertaining to the Triglia settlement were produced at the deposition of John K. Renke, II, on August 2, 2005 and attached as Exhibit

E to the deposition transcript. Judge Renke should not be held responsible for a non-party's alleged non-compliance with a discovery subpoena.

Exclusion of the exhibit would only punish the Judge, who had no control over the documents sought by the JQC.

**11. Judge's Exhibit 22, Composite Exhibit regarding Lichter**

Judge's Exhibit 22 pertains to compensation paid to Judge Renke by the Law Office John K. Renke, II from 1997 to 1999. The JQC was on notice that the compensation practice of paying a percentage of legal fees was not a new method of compensation. In Judge Renke's January 2005 deposition taken before the amended charge regarding the "legitimately earned compensation" allegation was filed, Judge Renke explained that he had received compensation based on a portion of legal fees since he began working at the law office. In addition, Judge Renke's Answers to Interrogatories also averred that the compensation practice of receiving a percentage of the legal fees was not new. The contemporaneous worksheet prepared by Margaret Renke included in the Judge's Exhibit 22, as well as copies of checks to John K. Renke, II indicating examples of deferred compensation since 1997 and checks pertaining to the distribution were made available to Special Counsel at the document production. Attached to this Response are affidavits prepared by Margaret Renke and Michelle

Renke attesting that the documents were made available to Special Counsel, that Special Counsel never specifically requested any proof of prior compensation paid to Judge Renke, nor did he copy the documents that were provided to him pertaining to these disbursements. (See Exhibits A and B). Moreover, at the June 9, 2005 hearing, held on the JQC's Motion to Compel and John K. Renke, II's Motion for Protective Order, Special Counsel never referenced or complained about John K. Renke, II's failure to produce documentation concerning compensation prior to 2002. As such, these checks are not within the scope of the Motion in Limine.

**12. Judge's Exhibit 23, Composite of checks payable to Judge Renke in 2003**

The composite of checks payable to Judge Renke in 2003 are not subject to the JQC's Motion in Limine because they were not within the scope of the JQC's Subpoena Duces Tecum for Deposition. The JQC did not subpoena any checks or documentation pertaining to compensation received after December 31, 2002. A copy of the JQC's Subpoena is attached to this Response. (See Exhibit C). Moreover, at the June 9, 2005 hearing on the JQC's Motion to Compel, Special Counsel never referenced or complained about the failure to produce documentation of compensation that was received after 2002.

**13. Judge's Exhibit 30, Composite of draft documents prepared by Judge Renke**

Judge's Exhibit 30 is directly relevant to the JQC's allegation that Judge Renke did not work at the Law Office of John K. Renke, II. Judge Renke will be able to testify that these documents were printed from his personal database and show a portion of work he performed. Whether the documents were finalized and filed are irrelevant to the determination of whether or not he performed work for the law firm.

**14. Judge's Exhibit 31, Renke Campaign Flyer**

The JQC did not specifically request production of any campaign flyers. The JQC's Request for Production primarily included general requests for all documents which Judge Renke will or may introduce at the Final Hearing in this cause as April 19, 2005 Request for Production. In response to this general request, the Judge stated as follows:

Discovery is ongoing, and thus it is anticipated that additional documents will be received to rebut the testimony of witnesses recently disclosed by the JQC in Exhibit A to its Notice of Compliance with Second Demand for Rule 12(b) Materials. Documents currently in the Judge's possession are produced in response to the remaining request.

The Judge timely disclosed these exhibits in accordance with the Pretrial Order. Although the Judge specifically informed Special Counsel

that discovery was ongoing and that the Judge anticipated introducing additional documents, the JQC did not file any follow-up requests for production and there is no obligation to supplement responses to requests for production.

**15. Judge's Exhibit 33, Settlement documents re: Froyd**

The JQC objects to the settlement documents regarding Froyd on the basis that it wasn't previously disclosed. However, the settlement documents pertaining to Christopher Froyd are dated March 12, 2003 and thus is outside the scope of the JQC's Subpoena Duces Tecum directed to John K. Renke, II since it did not ask for any documentation of compensation past December 31, 2002. These settlement documents were timely disclosed on the Judge's Exhibit List in accordance with the JQC's Pretrial Order.

**16. Judge's Exhibit 35, Judge Renke's Candidate Reply in *Tampa Tribune***

The JQC objects to the utilization of the Candidates Reply to Endorsements on the basis that it is undated. However, the article provided to the JQC came directly from the Tampa Tribune archives and is dated September 5, 2002.



**17. Judge's Exhibit 36, Affidavits**

The Judge has been limited to calling three character witnesses to attest to his fitness as a judge. However, the Judge has been permitted to elicit character and reputation evidence from witnesses in affidavit form. Character and reputation evidence requires the expression of opinions and often the affiant's knowledge of the Judge's reputation in the community. The affidavits are within the proper scope of character testimony.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 30<sup>th</sup> day of August, 2005, the original of the foregoing Response to the Florida Judicial Qualifications Commission's Objections to Judge John Renke, III's Exhibits has been furnished by electronic transmission via [e-file@flcourts.org](mailto:e-file@flcourts.org) and furnished by FedEx overnight delivery to:

Honorable Thomas D. Hall, Clerk, Supreme Court of Florida, 500 South Duval Street, Tallahassee, Florida 32399-1927; and true and correct copies have been furnished by facsimile and FedEx overnight delivery to Judge James R. Wolf, Chairman, Hearing Panel, Florida Judicial Qualifications Commission, 1110 Thomasville Road, Tallahassee, Florida 32303; Marvin E. Barkin, Esquire, and Michael K. Green, Esquire, Special Counsel, 2700 Bank of America Plaza, 101 East Kennedy Boulevard, P. O. Box 1102, Tampa, Florida 33601-1102; Ms. Brooke S. Kennerly, Executive Director, Florida Judicial Qualifications Commission, 1110 Thomasville Road, Tallahassee, Florida 32303; John R. Beranek, Esquire, Counsel to the Hearing Panel, P.O. Box 391, Tallahassee, Florida 32302; and Thomas C. MacDonald, Jr., Esquire, General Counsel, Florida Judicial Qualifications Commission, 1904 Holly Lane, Tampa, Florida 33629.

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GWENDOLYN H. HINKLE, ESQUIRE